

LICENSE AND RENTAL AGREEMENT

29th THIS LICENSE AND RENTAL AGREEMENT (the "License Agreement") made this day of March, 2000, between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, (the "COUNTY") and WASHINGTON, DC. SMSA L.P., a Virginia Limited Partnership c/o Bell Atlantic Mobile, 180 Washington Valley Road, Bedminster, New Jersey 07921, (the "LICENSEE"), (the COUNTY and the LICENSEE together "the PARTIES").

WITNESSETH

WHEREAS, the PARTIES entered into a License Agreement dated August 25, 1995 (the "Original License Agreement"). Under the terms of the Original License Agreement, the LICENSEE installed and maintains communications antennas on the 250 foot tower located on COUNTY's property at 26149 Ridge Road in Damascus, Maryland (the "Property"). LICENSEE also maintains communications equipment associated with the maintenance and operation of the equipment installed by LICENSEE on the tower in an appurtenant service building at the base of the tower located on the Property;

WHEREAS, the Original License Agreement expires by its terms on March 14, 2000; and

WHEREAS, the PARTIES desire to enter into this License Agreement to permit the LICENSEE to continue using the Property to maintain the communications antennae and to provide for the payment of compensation to the County for the use of the Property.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this License Agreement as if fully set forth; and for the payment of ONE DOLLAR (\$1.00) to the COUNTY by the LICENSEE; and for the payment of fees by the LICENSEE to the COUNTY for the use of the license as provided in this License Agreement; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the PARTIES, the PARTIES agree as follows:

1. GRANT AND EXTENT OF LICENSE: The COUNTY hereby grants to LICENSEE a nonexclusive License to occupy and maintain, subject to all of the terms and conditions of this License Agreement, their existing antennas on the 250 foot tower on the Property. In addition, the LICENSEE is allowed access to and use of the appurtenant service building at the base of the tower. The Property is as shown on Exhibit "A," which is attached to this License Agreement and incorporated as if fully set forth. The LICENSEE will have the right of ingress to and egress from the Property, on foot or motor vehicle, including trucks, 24 hours a day, seven days a week, subject to the restrictions in this Paragraph. In the event that the LICENSEE desires access to the property on weekends or prior to 7:00 a.m. or after 3:00 p.m., Monday through Friday, LICENSEE shall call the Security Desk at the Executive Office Building, 101 Monroe Street, Rockville, Maryland, telephone number 240-777-6161.

2. TERM: The License granted by the COUNTY to the LICENSEE is effective for a term of four (4) years and eleven (11) months, commencing on March 14, 2000, and ending on February 13, 2005 (the "License Term").

3. PAYMENT OF RENT: During the License Terms, the LICENSEE must pay rent in equal monthly installments, as provided in this Paragraph. The rent schedule for the License Term is:

	ANNUAL RENT	MONTHLY RENT
3/14/2000	\$21,600.00	\$1,800.00
3/14/2001	\$22,248.00	\$1,854.00
3/14/2002	\$22,920.00	\$1,910.00
3/14/2003	\$23,616.00	\$1,968.00
3/14/2004	\$24,312.00	\$2,026.00

A. Each monthly payment must be made in advance of the first day of the month for which it is due, beginning on March 31, 2000, and ending on January 31, 2005. All checks for the rent then due must be made payable to: Montgomery County Government, and mailed to:

Montgomery County Government
Leasing Management, P.O. Box 62077
Baltimore, Maryland 21264-2077.

B. The COUNTY will charge LICENSEE a late payment fee of five percent (5%) of the overdue installment for any installment of rent that LICENSEE fails to pay within ten (10) calendar days after the first day of the month for which the payment is due. If LICENSEE'S failure to pay continues for more than twenty (20) calendar days after the first day of the month for which the payment is due, the COUNTY will charge a late payment fee of fifteen percent (15%) of said monthly fee. Any late payment fees are assessed automatically when due, and LICENSEE must pay any then due late payment fees as part of the rent installment then currently overdue. The late payment fees charged in any one month are not cumulative; the maximum late payment for any one month is 15%. The COUNTY shall have the right to terminate this License for default, and pursue any other legal remedies available to COUNTY under the laws of the State of Maryland if LICENSEE'S failure to pay continues for more than thirty (30) calendar days after a monthly payment becomes due and payable.

4. NO ELECTRICAL OR MAGNETIC INTERFERENCE: The LICENSEE must attach and energize any antenna installed by the LICENSEE on the Property in such a manner that the reception and transmission signals of COUNTY are not interfered with or degraded. LICENSEE must pay the cost of proper installation or any required corrective action. If any antenna installed on the Property by the LICENSEE causes any interference with or degradation of the COUNTY's signals and the interference or degradation is not corrected by LICENSEE within 24 hours after written notification from the County, the COUNTY shall have the right to shut down the interfering equipment until the interference or degradation is corrected.

Any substantial uncorrected or uncorrectable interference or degradation, in the sole

judgement of the COUNTY, shall constitute cause for the termination of this License.

The COUNTY shall not be held responsible for any interference to LICENSEE'S equipment or operations on account of the COUNTY's use of the Property.

The COUNTY will send written notification of any interference problems caused by LICENSEE sent to LICENSEE to:

Attention: Director-Network
Bell Atlantic Mobile
9000 Junction Drive
Annapolis Junction, Maryland 20701

5. UTILITY SERVICE: The LICENSEE agrees to pay for all costs associated with the operation of the antenna and the related equipment in the appurtenant service building, including all costs for telephone and electrical wiring and outlets. The electric lines or other utilities serving the LICENSEE'S Communications Facility must have a separate utility metering to be paid for by the LICENSEE.

6. HOLD HARMLESS: LICENSEE hereby agrees to indemnify and hold the COUNTY harmless against any claims which may be made against the COUNTY for loss or damage to persons or property caused by the antenna or resulting from the LICENSEE's use of the Property or installation, repair or maintenance of the equipment by the LICENSEE, except for any loss or damages caused solely by the acts or omissions of the COUNTY.

7. INSURANCE: LICENSEE prior to initiating the use of the Property under the terms of this License Agreement, the LICENSEE must obtain a policy of public liability insurance naming the COUNTY as an additional insured with bodily injury limits of ONE MILLION (\$1,000,000.00) DOLLARS for injury or death to one person, ONE MILLION (\$1,000,000.00) DOLLARS per occurrence, and property damage insurance with a limit of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS. This insurance policy must be maintained continuously by the LICENSEE during the full term of this License Agreement and during any extension of the License Term. LICENSEE shall deliver to COUNTY a certificate of insurance evidencing the coverage above described within fifteen (15) days after execution of this License Agreement.

8. ASSIGNMENT: This License Agreement is personal to the LICENSEE, and may not be sold, assigned or transferred by the LICENSEE without the prior written approval of the COUNTY. Any sale or assignment of the LICENSEE's rights and obligations under the terms of this License Agreement to the LICENSEE'S principal, affiliates or subsidiaries of its principal, or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communication Commission in which the Property is located by reason of a merger, acquisition or other business reorganization is not considered a sale, assignment, or transfer, and does not require the consent of the COUNTY. LICENSEE must notify the COUNTY of any transfer to any entity that is a principal, affiliate, subsidiary, or successor entity of LICENSEE no later than thirty (30) days before the transfer. The notice must include the name, address, telephone number, and contact person for the substituted licensee.

THE LICENSEE'S OBLIGATIONS REMAIN IN EFFECT UNTIL THE NOTICE REQUIRED BY THIS PARAGRAPH IS RECEIVED BY THE COUNTY.

9. DESTRUCTION OF TOWER: In the event the tower is destroyed by any means other than by a deliberate act of the COUNTY, the COUNTY shall have no financial or other liability to LICENSEE, and the COUNTY shall have no duty or obligation to restore or replace the tower. The LICENSEE reserves the option to restore the tower at LICENSEE's sole cost and expense.

10. TERMINATION FOR CONVENIENCE: This License Agreement may be terminated by the COUNTY during the License Term if the Chief Administrative Officer determines that termination of this License Agreement is in the best interest of the COUNTY. Termination under this provision will become effective one hundred and twenty (120) days after the COUNTY sends its Notice of Termination to the LICENSEE.

11. GOVERNING LAW: This License shall be governed by and interpreted in accordance with the laws of the State of Maryland and Montgomery County. LICENSEE agrees to abide by the non-discrimination in employment provisions in Federal, State, and County law.

12. BROKERAGE FEES AND COMMISSIONS: LICENSEE represents that it has not retained anyone to solicit or secure this License from Montgomery County, Maryland, and that no commission or other fees are due to any person or entity as the procuring cause of entering into this License Agreement.

13. NO EMPLOYMENT OF PUBLIC EMPLOYEE: LICENSEE understands that unless authorized under Section 11B-46 or 11B-54 of the Montgomery County Code (1994), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

14. TERMINATION: The LICENSEE may terminate this agreement in the event LICENSEE is unable to obtain needed building or other needed permits or agreements.

15. NOTICES: Any Notice given under this License Agreement will be deemed sufficient if certified mail, return receipt requested or delivered by hand by any receipted messenger service or any receipted, nationally recognized commercial or governmental overnight delivery service. Notices to the Parties shall be sent to:

COUNTY

Montgomery County Government
Division of Facilities & Services
Leasing Management
110 N. Washington Street, Rm.318
Rockville, Maryland 20850

LICENSEE

Washington D.C. SMSA L.P.
c/o Bell Atlantic Mobile, Inc.
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network - Real Estate

16. QUIET POSSESSION: Upon execution of this License Agreement and payment of each monthly installment when due, the LICENSEE will be entitled to peaceful and nonexclusive possession and use of the Property for the purposes set out in this License Agreement.

17. COVENANTS BY THE COUNTY: The COUNTY covenants that the COUNTY has good and sufficient title to the Property; and that the person executing this License Agreement on behalf of the COUNTY has full authority to enter into and execute this Agreement, and to bind the COUNTY. The COUNTY has no knowledge of any liens or judgments affecting the COUNTY'S title to the Property or of any covenants, easements or restrictions that prohibit the use of the Property by the LICENSEE as set forth above. The LICENSEE may choose to obtain an examination and report of title and zoning on the Property prior to the effective date of this License Agreement, and may terminate the License Agreement if the results of any such examination of the title and zoning of the Property demonstrates that LICENSEE will not be permitted to use the Property for the purposes intended by the PARTIES.

18. FULL AGREEMENT OF THE PARTIES: This License Agreement contains the entire agreement of the PARTIES. The PARTIES will not be bound by any verbal or oral agreements or understandings that have not been expressly incorporated into this License Agreement.

19. MODIFICATION: This License Agreement can only be modified by a written modification agreement signed by the PARTIES. Any addition or modification to this License Agreement must be made in writing and signed by the PARTIES.

20. BINDING NATURE: This License Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the PARTIES as limited by the terms of this License Agreement.

21. NOT A PARTNERSHIP: This License Agreement is intended only to create a license relationship between the PARTIES for the use of the Property. As a result of entering into this License Agreement, the COUNTY may not be construed or held to be a partner or joint venturer of the LICENSEE in the conduct of the LICENSEE'S business. The relationship of the PARTIES is and will remain that of LICENSOR and LICENSEE.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the PARTIES have executed this License Agreement on the date first above written.

WITNESS:

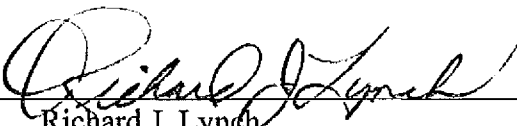
LICENSEE:

WASHINGTON, D.C. SMSA L.P.

BY: Cellco Partnership, its managing
general partner

BY: Bell Atlantic Mobile, Inc., its managing
general partner

BY: 

BY: 
Richard J. Lynch
Executive Vice President and
Chief Technical Officer

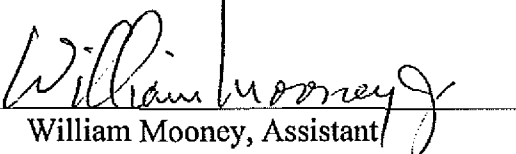
Date: March 16, 2000

WITNESS:

COUNTY:

MONTGOMERY COUNTY, MARYLAND

BY: Rebecca S. Domarshek

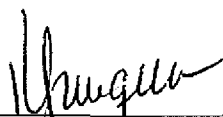
BY: 
William Mooney, Assistant
Chief Administrative Officer

Date: 3/29/00

APPROVED AS TO FORM AND
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

BY: 

RECOMMENDED BY:

BY: 
Rey Junquera, Leasing Manager
Division of Facilities and Services

Date: 3/2/2000

Date: 3/27/00

